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1 Brent H. Blakely (SBN 157292)  
2 bblakely@blakelylawgroup.com  
3 Cindy Chan (SBN 247495)  
4 cchan@blakelylawgroup.com  
5 BLAKELY LAW GROUP  
915 North Citrus Avenue  
Los Angeles, California 90038  
Telephone: (323) 464-7400  
Facsimile: (323) 464-7410

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CLERK U.S. DISTRICT COURT  
CENTRAL DIST. OF CALIF.  
LOS ANGELES

*Attorneys for Plaintiffs  
Coach Inc., and Coach Services, Inc.*

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

COACH, INC., a Maryland Corporation;  
COACH SERVICES, INC., a Maryland  
Corporation,

**Plaintiffs,**

v.

PACIFIC THEATRES  
ENTERTAINMENT CORPORATION, a  
California Corporation; and DOES 1-10,  
inclusive.

#### Defendants.

CASE NO. CV 811-02548

**COMPLAINT FOR DAMAGES:**

**1. CONTRIBUTORY TRADEMARK INFRINGEMENT;**

**2. VICARIOUS COPYRIGHT INFRINGEMENT;**

**3. CONTRIBUTORY COPYRIGHT INFRINGEMENT;**

**JURY TRIAL DEMANDED**

Plaintiffs Coach, Inc., and Coach Services, Inc. (“Plaintiffs”) for their claims against Defendant Pacific Theatres Entertainment Corporation (“Defendant”) respectfully allege as follows:

## **JURISDICTION AND VENUE**

1. Plaintiffs file this action against Defendant for contributory trademark infringement under the Lanham Trademark Act of 1946, 15 U.S.C. §1051 et seq. (the “Lanham Act”) and vicarious copyright infringement and contributory copyright infringement under the Copyright Act, 17 U.S.C. § 501, et seq. This Court has subject

matter jurisdiction over the federal trademark and copyright claims pursuant to 28 U.S.C.A §§1121(a), 1331, 1338(a).

2. This Court has personal jurisdiction over Defendant because Defendant does business within this judicial district, and the acts complained of occurred in this judicial district.

3. This action arises out of wrongful acts by Defendant within this judicial district. Venue is proper in this district pursuant to 28 U.S.C. § 1391 because the claims asserted arise in this district.

## THE PARTIES

4. Plaintiff Coach, Inc. is a corporation duly organized and existing under the laws of the state of Maryland, with its principal place of business in New York, New York. Plaintiff Coach Services, Inc., a wholly owned subsidiary of Coach, Inc., is a corporation duly organized and existing under the laws of the state of Maryland with its principal place of business in Jacksonville, Florida. Plaintiffs Coach, Inc. and Coach Services, Inc. will hereinafter be collectively referred to as "Coach."

5. Upon information and belief, Defendant Pacific Theatres Entertainment Corporation is a corporation duly organized and existing under the laws of the state of California at 120 North Robertson Boulevard, Los Angeles, California 90048.

6. Plaintiffs are unaware of the names and true capacities of Defendants, whether individual, corporate and/or partnership entities, named herein as DOES 1 through 10, inclusive, and therefore sue them by their fictitious names. Plaintiffs will seek leave to amend this complaint when their true names and capacities are ascertained. Plaintiffs are informed and believe, and based thereon allege, that said Defendant and DOES 1 through 10, inclusive, are in some manner responsible for the wrongs alleged herein, and that at all times referenced each was the agent and servant of the other Defendants and was acting within the course and scope of said agency and employment.

7. Plaintiffs are informed and believe, and based thereon allege, that at all relevant times herein, Defendant and DOES 1 through 10, inclusive, knew or reasonably should have known of the acts and behavior alleged herein and the damages caused thereby, and by their inaction ratified and encouraged such acts and behavior. Plaintiffs further allege that Defendant and DOES 1 through 10, inclusive, had a non-delegable duty to prevent or cause such acts and the behavior described herein, which duty Defendant and DOES 1 though 10, inclusive, failed and/or refused to perform.

## **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

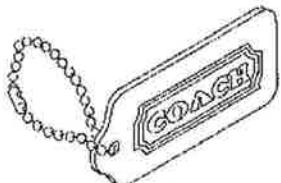
## A. The Coach Brand and its Family of Marks

8. Coach was founded more than sixty years ago as a family-run workshop in Manhattan. Since then Coach has been engaged in the manufacture, marketing and sale of fine leather and mixed material products including handbags, wallets, accessories, eyewear, footwear, jewelry and watches. Coach sells its goods through its own specialty retail stores, department stores, catalogs and via an Internet website [www.coach.com](http://www.coach.com) throughout the United States.

9. Coach is the worldwide owner of the trademark "COACH" and various composite trademarks and assorted design components (collectively "Coach Marks"). Coach Marks include but are not limited to the following marks:

Mark	U.S. Registration No(s.)	Registration Date
“COACH”	751,493 1,071,000	06/25/1963 08/09/1977
	2,088,706	08/19/1997
	3,157,972	10/17/2006
 <small>est. 1941</small>	3,413,536	04/15/2008

1		3,251,315	06/12/2007
2		3,441,671	06/03/2008
3		2,252,847 2,534,429	06/15/1999 01/29/2002
4		1,309,779 2,045,676 2,169,808	12/18/1984 03/18/1997 06/30/1998
5	 Signature "C" Logo	2,592,963	07/09/2002
6		2,626,565	09/24/2002
7		2,822,318	03/16/2004
8		2,832,589	04/13/2004
9		2,822,629	03/16/2004
10		3,695,290	10/13/2009
11		3,696,470	10/13/2009
12		3,012,585	11/08/2005
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1		3,338,048	11/11/2007
2		2,162,303	06/02/1998
3		2,088,707	08/19/1997

10. Coach has long been manufacturing and selling in interstate commerce  
 11 high quality leather and mixed material products under the Coach Marks. These  
 12 registrations are valid and subsisting and are incontestable. Through longstanding use,  
 13 advertising, and registration, the Coach Marks have achieved a high degree of  
 14 consumer recognition and constitute famous marks.

15 11. Coach and its predecessors have continuously used the Coach Marks in  
 16 interstate commerce in connection with the sale, distribution, promotion, and  
 17 advertising of its goods for four decades.

18 12. Plaintiff's Coach Marks are highly recognized by the public and serve to  
 19 identify the source of the goods as Coach.

20 13. Coach has achieved sales volumes of over three billion dollars annually  
 21 and has spent over a hundred million dollars in advertising, promoting, and marketing  
 22 goods bearing the Coach Marks. As such, the Coach Marks and the goodwill  
 23 associated therewith are valuable assets of Coach.

1       14. Due to Coach and its predecessors' long use, extensive sales, and  
2 significant advertising and promotional activities, the Coach Marks have achieved  
3 widespread acceptance and recognition among the consuming public and trade  
4 throughout the United States. The arbitrary and distinctive Coach Marks identify  
5 Coach as the source/origin of the goods on which it appears.

6           **B. Counterfeiting Activities at Pacific Swap Meets**

7       15. Upon information and belief, Plaintiffs aver that Defendant Pacific  
8 Theatres Entertainment Corporation ("Pacific Theatres") owns and operates various  
9 swap meets in California and Hawaii, collectively known as the "Pacific Swap Meets."

10      16. Upon information and belief, Plaintiffs aver that Pacific Theatres has the  
11 largest chain of swap meets in California. There are four located in Los Angeles and  
12 Orange County and one in Modesto. In addition to the California swap meets, Pacific  
13 Theatres operates the "Kam Swap Meet," located in Aiea, Hawaii.

14      17. Upon information and belief, Plaintiffs aver that vendors at the Pacific  
15 Swap Meets pay a rental fee to Pacific Theatres in exchange for booth space to sell  
16 their goods.

17      18. Upon information and belief, Plaintiffs aver that Pacific Theatres receives  
18 an entrance fee from each customer who attends Pacific Swap Meets.

19      19. Counterfeit Coach merchandise has often been discovered being offered  
20 for sale and sold by various vendors at the Pacific Swap Meets.

21      20. In or around July 2010, Coach put Pacific Theatres on notice of the  
22 counterfeiting activities taking place at Pacific Swap Meets and requested Pacific  
23 Theatres to cease and desist from permitting the sale of counterfeit merchandise on its  
24 premises.

25      21. Surveys have been conducted at the Pacific Swap Meets since then, and  
26 Coach investigators continue to find counterfeit Coach merchandise being offered for  
27 sale and sold by various vendors.

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**FIRST CLAIM FOR RELIEF**  
**(Contributory Trademark Infringement)**

22. Plaintiffs incorporate herein by reference the averments of the preceding paragraphs as though fully set forth herein.

23. The Coach Marks are nationally recognized, including within the Central District of California, as being affixed to goods and merchandise of the highest quality and coming from Plaintiffs.

24. Upon information and belief, Plaintiffs hereon aver that Defendant Pacific Theatres directly controls the premises of the Pacific Swap Meets and the activities that take place thereon. Defendant has the ability to control the activities of the vendors on their premises via its right to terminate vendors that operate at Pacific Swap Meets.

25. Defendant receives a direct financial benefit from its vendors via the rental fees it charges the vendors and the admission fees they charge the patrons.

26. Counterfeit Coach merchandise has been discovered being offered for sale and sold by various vendors at the Pacific Swap Meets. Many of the counterfeit Coach merchandise obtained from the vendors at the Pacific Swap Meets bear infringements of one or more of the Coach Marks.

27. Defendant has received notice of the counterfeiting activities of its vendors, but Defendant has failed to take any action to stop these counterfeiting activities, over which they have direct control.

28. Despite knowledge of its vendors' counterfeiting activities, Defendant has continued to rent its facilities out to counterfeiters and permit the counterfeiting activities to continue, thereby materially contributing to and perpetuating said counterfeiting activities.

29. Defendant has derived an obvious and direct financial benefit from its vendor's counterfeiting activities.

1       30. The counterfeiting of the Coach Marks is the great and irreparable  
2 damage of Coach, and Coach is informed and believe, as indicated, that Defendant will  
3 continue to benefit from said counterfeiting activities unless enjoined by this Court.

4       31. Defendant's activities are likely to lead to and result in confusion, mistake  
5 or deception and are likely to cause the public to believe that Plaintiffs have produced,  
6 sponsored, authorized, licensed or are otherwise connected or affiliated with  
7 Defendant's commercial and business activities, all to the detriment of Plaintiffs.

8       32. Upon information and belief, Defendant's acts are deliberate and intended  
9 to confuse the public as to the source of Defendant's goods or services and to injure  
10 Plaintiffs and reap the benefit of Plaintiffs' goodwill associated with Plaintiffs'  
11 trademarks.

12       33. As a direct and proximate result of Defendant's willful and unlawful  
13 conduct, Plaintiffs have been injured and will continue to suffer injury to their  
14 businesses and reputations unless Defendant is restrained by this Court from infringing  
15 Plaintiffs' trademarks.

16       34. Defendant's acts have damaged and will continue to damage Plaintiffs,  
17 and Plaintiffs have no adequate remedy at law.

18       35. In light of the foregoing, Plaintiffs are entitled to injunctive relief  
19 prohibiting Defendant from using the Coach Marks or any marks identical and/or  
20 confusingly similar thereto for any purpose, and to recover from Defendant all  
21 damages, including attorneys' fees, that Plaintiffs have sustained and will sustain as a  
22 result of such infringing acts, and all gains, profits and advantages obtained by  
23 Defendant as a result thereof, in an amount not yet known, as well as the costs of this  
24 action pursuant to 15 U.S.C. § 1117(a), attorneys' fees and treble damages pursuant to  
25 15 U.S.C. § 1117(b), and/or statutory damages pursuant to 15 U.S.C. § 1117(c).

26       ///

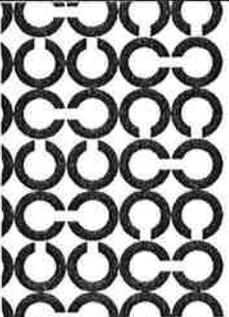
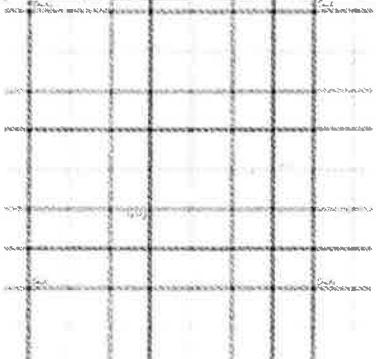
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1                   **SECOND CLAIM FOR RELIEF**  
 2                   **(Vicarious Copyright Infringement)**

3                 36. Plaintiffs incorporate herein by reference the averments of the preceding  
 4                 paragraphs as though fully set forth herein.

5                 37. In addition to its various trademark registrations to the Coach Marks,  
 6                 Coach owns various copyright registrations thereto ("Coach Copyrights"). The Coach  
 7                 Copyrights include but are not limited to the following:

8 <b>Copyright</b>	9 <b>U.S. Registration No(s).</b>
	VA 1-714-051
	VA 1-694-574
	VA 1-723-169

23                 38. Upon information and belief, Plaintiffs hereon aver that Defendant Pacific  
 24                 Theatres directly controls the premises of the Pacific Swap Meets and the activities  
 25                 that take place thereon. Defendant has the ability to control the activities of the  
 26                 vendors on their premises via its right to terminate vendors that operate at Pacific  
 27                 Swap Meets.

28 ||

1       39. Defendant receives a direct financial benefit from its vendors via the  
2 rental fees it charges the vendors and the admission fees they charge the patrons.

3       40. Counterfeit Coach merchandise has often been discovered being offered  
4 for sale and sold by various vendors at the Pacific Swap Meets. Many of the  
5 counterfeit Coach merchandise obtained from the vendors at the Pacific Swap Meets  
6 bear infringements of one or more of the Coach Copyrights.

7       41. Defendant has received notice of the counterfeiting activities of its  
8 vendors, but Defendant has failed to take any action to stop these counterfeiting  
9 activities, over which they have direct control.

10      42. Defendant has derived an obvious and direct financial benefit from its  
11 vendor's counterfeiting activities.

12      43. The counterfeiting of Coach's Copyrights is the great and irreparable  
13 damage of Coach, and Coach is informed and believe, as indicated, that Defendant will  
14 continue to benefit from said counterfeiting activities unless enjoined by this Court.

15      44. Coach has suffered loss of profits and other damage, and Defendant has  
16 derived a direct financial benefit from the illegal profits derived from its vendors'  
17 counterfeiting activities.

18      45. Coach has no adequate remedy at law.

19      46. In light of the foregoing, Coach is entitled to injunctive relief prohibiting  
20 the advertising, offering for sale, and/or sale of counterfeit Coach merchandise and to  
21 to recover from Defendant all damages, including attorneys' fees, that Defendant has  
22 sustained and will sustain as a result of such infringing acts, and all gains, profits and  
23 advantages obtained by Defendant as a result thereof, in an amount not yet known, as  
24 well as the costs of this action pursuant to 17 U.S.C. § 504(b), or in the alternative  
25 statutory damages pursuant to 17 U.S.C. § 504(c), and/or any additional damages  
26 pursuant to 17 U.S.C. § 504(d).

27      ///

28      ///

**THIRD CLAIM FOR RELIEF**  
**(Contributory Copyright Infringement)**

47. Plaintiffs incorporate herein by reference the averments of the preceding paragraphs as though fully set forth herein.

48. Coach owns valid registrations to the Coach Copyrights (see above).

49. Upon information and belief, Plaintiffs hereon aver that Defendant Pacific Theatres directly controls the premises of the Pacific Swap Meets and the activities that take place thereon. Defendant has the ability to control the activities of the vendors on their premises via its right to terminate vendors that operate at Pacific Swap Meets.

50. Defendant receives a direct financial benefit from its vendors via the rental fees it charges the vendors and the admission fees they charge the patrons.

51. Counterfeit Coach merchandise has been discovered being offered for sale and sold by various vendors at the Pacific Swap Meets. Many of the counterfeit Coach merchandise obtained from the vendors at the Pacific Swap Meets bear infringements of one or more of the Coach Copyrights.

52. Defendant has received notice of the counterfeiting activities of its vendors, but Defendant has failed to take any action to stop these counterfeiting activities, over which they have direct control.

53. Despite knowledge of its vendors' counterfeiting activities, Defendant has continued to rent its facilities out to counterfeiters and permit the counterfeiting activities to continue

54. Defendant has derived an obvious and direct financial benefit from its vendor's counterfeiting activities.

55. The counterfeiting of Coach's Copyrights is the great and irreparable damage of Coach, and Coach is informed and believe, as indicated, that Defendant will continue to benefit from said counterfeiting activities unless enjoined by this Court.

56. Coach has suffered loss of profits and other damage, and Defendant has derived a direct financial benefit from the illegal profits derived from its vendors' counterfeiting activities.

57. Coach has no adequate remedy at law.

58. In light of the foregoing, Coach is entitled to injunctive relief prohibiting the advertising, offering for sale, and/or sale of counterfeit Coach merchandise and to recover from Defendant all damages, including attorneys' fees, that Defendant has sustained and will sustain as a result of such infringing acts, and all gains, profits and advantages obtained by Defendant as a result thereof, in an amount not yet known, as well as the costs of this action pursuant to 17 U.S.C. § 504(b), or in the alternative statutory damages pursuant to 17 U.S.C. § 504(c), and/or any additional damages pursuant to 17 U.S.C. § 504(d).

## **PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs respectfully pray for judgment against Defendant, as follows:

1. Granting temporary, preliminary and permanent injunctive relief restraining and enjoining Defendant, their officers, agents, vendors, employees, and attorneys, and all those persons or entities in active concert or participation with them from:

(a) manufacturing, importing, advertising, marketing, promoting, supplying, distributing, offering for sale, or selling any products which bear the Coach Marks and/or Coach Copyrights, or any other marks/designs confusingly similar or substantially similar thereto;

(b) leasing space to any tenant who is engaged in the manufacturing, purchasing, production, distribution, circulation, sale, offering for sale, importation, exportation, advertisement, promotion, display, shipping, or marketing of products that

1 bear the Coach Marks and Coach Copyrights, or any other marks/designs confusingly  
2 similar or substantially similar thereto;

3                 (c) engaging in any other activity constituting unfair competition with  
4 Coach, or acts and practices that deceive consumers, the public, and/or trade, including  
5 without limitation, the use of designations and design elements associated with Coach;

6                 (d) engaging in any other activity that will dilute the distinctiveness of  
7 the Coach Marks and Coach Copyrights; and

8                 (e) committing any other act which falsely represents or which has the  
9 effect of falsely representing that the goods and services of Defendant is licensed by,  
10 authorized by, offered by, produced by, sponsored by, or in any other way associated  
11 with Plaintiffs;

12                 2. Ordering Defendant to file with this Court and serve on Coach within  
13 thirty (30) days after entry of the injunction a report in writing, under oath setting forth  
14 in detail the manner and form in which Defendant has complied with the injunction;

15                 3. Ordering an accounting by Defendant of all gains, profits and advantages  
16 derived from their wrongful acts;

17                 4. Awarding Plaintiffs all of Defendant's profits and all damages sustained  
18 by Plaintiff as a result of Defendant's wrongful acts, and such other compensatory  
19 damages as the Court determines to be fair and appropriate pursuant to 15 U.S.C.  
20 § 1117(a) and 17 U.S.C. § 504(a);

21                 5. Awarding treble damages in the amount of Defendant's profits or  
22 Plaintiffs' damages, whichever is greater, for willful infringement pursuant to 15  
23 U.S.C. § 1117(b);

24                 6. Awarding applicable interest, costs, disbursements and attorneys' fees,  
25 pursuant to 15 U.S.C. § 1117(b);

26                 7. Awarding Plaintiffs' statutory damages pursuant to 15 U.S.C. §1117(c)  
27 and 17 U.S.C. § 504(c);

28

1           8. Such other relief as may be just and proper.  
2  
3

Dated: March 14, 2011

BLAKELY LAW GROUP

4           By:

  
Brent H. Blakely

Cindy Chan

*Attorneys for Plaintiffs  
Coach, Inc. and Coach Services, Inc.*

9           **DEMAND FOR JURY TRIAL**

10          Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiffs hereby  
11 demand a trial by jury as to all claims in this litigation.

13          Dated: March 14, 2011

BLAKELY LAW GROUP

14          By:

  
Brent H. Blakely

Cindy Chan

*Attorneys for Plaintiffs  
Coach, Inc. and Coach Services, Inc.*

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

**NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY**

This case has been assigned to District Judge George King and the assigned discovery Magistrate Judge is John E. McDermott.

The case number on all documents filed with the Court should read as follows:

**CV11- 2348 GHK (JEMx)**

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

**=====**  
**NOTICE TO COUNSEL**

*A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).*

Subsequent documents must be filed at the following location:

Western Division  
312 N. Spring St., Rm. G-8  
Los Angeles, CA 90012

Southern Division  
411 West Fourth St., Rm. 1-053  
Santa Ana, CA 92701-4516

Eastern Division  
3470 Twelfth St., Rm. 134  
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA  
CIVIL COVER SHEET**

<b>I (a) PLAINTIFFS</b> (Check box if you are representing yourself <input type="checkbox"/> ) COACH, INC. COACH SERVICES, INC.	<b>DEFENDANTS</b> PACIFIC THEATRES ENTERTAINMENT CORPORATION					
<b>(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.)</b>  BLAKELY LAW GROUP 915 North Citrus Avenue, Hollywood, California 90038 (323) 464-7400						
<b>II. BASIS OF JURISDICTION</b> (Place an X in one box only.)						
<input type="checkbox"/> 1 U.S. Government Plaintiff <input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)	<input type="checkbox"/> 2 U.S. Government Defendant <input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	<b>III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only</b> (Place an X in one box for plaintiff and one for defendant.)				
<input type="checkbox"/> Citizen of This State	<input type="checkbox"/> PTF <input type="checkbox"/> DEF	<input type="checkbox"/> 1 <input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State			
<input type="checkbox"/> Citizen of Another State	<input type="checkbox"/> 2 <input type="checkbox"/> 2	<input type="checkbox"/> 4 <input type="checkbox"/> 4	Incorporated and Principal Place of Business in Another State			
<input type="checkbox"/> Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3 <input type="checkbox"/> 3	<input type="checkbox"/> 5 <input type="checkbox"/> 5	Foreign Nation			
<b>IV. ORIGIN</b> (Place an X in one box only.)		<input checked="" type="checkbox"/> 1 Original Proceeding <input type="checkbox"/> 2 Removed from State Court <input type="checkbox"/> 3 Remanded from Appellate Court <input type="checkbox"/> 4 Reinstated or Reopened <input type="checkbox"/> 5 Transferred from another district (specify): <input type="checkbox"/> 6 Multi-District Litigation <input type="checkbox"/> 7 Appeal to District Judge from Magistrate Judge				
<b>V. REQUESTED IN COMPLAINT: JURY DEMAND:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (Check 'Yes' only if demanded in complaint.)		<input checked="" type="checkbox"/> MONEY DEMANDED IN COMPLAINT: \$ 100,000+				
<b>VI. CAUSE OF ACTION</b> (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.) Trademark Infringement - LANHAM ACT						
<b>VII. NATURE OF SUIT</b> (Place an X in one box only.)						
<b>OTHER STATUTES</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> 400 State Reapportionment</li> <li><input type="checkbox"/> 410 Antitrust</li> <li><input type="checkbox"/> 430 Banks and Banking</li> <li><input type="checkbox"/> 450 Commerce/ICC Rates/etc.</li> <li><input type="checkbox"/> 460 Deportation</li> <li><input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations</li> <li><input type="checkbox"/> 480 Consumer Credit</li> <li><input type="checkbox"/> 490 Cable/Sat TV</li> <li><input type="checkbox"/> 810 Selective Service</li> <li><input type="checkbox"/> 850 Securities/Commodities/ Exchange</li> <li><input type="checkbox"/> 875 Customer Challenge 12 USC 3410</li> <li><input type="checkbox"/> 890 Other Statutory Actions</li> <li><input type="checkbox"/> 891 Agricultural Act</li> <li><input type="checkbox"/> 892 Economic Stabilization Act</li> <li><input type="checkbox"/> 893 Environmental Matters</li> <li><input type="checkbox"/> 894 Energy Allocation Act</li> <li><input type="checkbox"/> 895 Freedom of Info. Act</li> <li><input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice</li> <li><input type="checkbox"/> 950 Constitutionality of State Statutes</li> </ul>	<b>CONTRACT</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> 110 Insurance</li> <li><input type="checkbox"/> 120 Marine</li> <li><input type="checkbox"/> 130 Miller Act</li> <li><input type="checkbox"/> 140 Negotiable Instrument</li> <li><input type="checkbox"/> 150 Recovery of Overpayment &amp; Enforcement of Judgment</li> <li><input type="checkbox"/> 151 Medicare Act</li> <li><input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans)</li> <li><input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits</li> <li><input type="checkbox"/> 160 Stockholders' Suits</li> <li><input type="checkbox"/> 190 Other Contract</li> <li><input type="checkbox"/> 195 Contract Product Liability</li> <li><input type="checkbox"/> 196 Franchise</li> </ul>	<b>TORTS</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> PERSONAL INJURY</li> <li><input type="checkbox"/> 310 Airplane</li> <li><input type="checkbox"/> 315 Airplane Product Liability</li> <li><input type="checkbox"/> 320 Assault, Libel &amp; Slander</li> <li><input type="checkbox"/> 330 Fed. Employers' Liability</li> <li><input type="checkbox"/> 340 Marine</li> <li><input type="checkbox"/> 345 Marine Product Liability</li> <li><input type="checkbox"/> 350 Motor Vehicle</li> <li><input type="checkbox"/> 355 Motor Vehicle Product Liability</li> <li><input type="checkbox"/> 360 Other Personal Injury</li> <li><input type="checkbox"/> 362 Personal Injury-Med Malpractice</li> <li><input type="checkbox"/> 365 Personal Injury-Product Liability</li> <li><input type="checkbox"/> 368 Asbestos Personal Injury Product Liability</li> </ul>	<b>TORTS</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> PERSONAL PROPERTY</li> <li><input type="checkbox"/> 370 Other Fraud</li> <li><input type="checkbox"/> 371 Truth in Lending</li> <li><input type="checkbox"/> 380 Other Personal Property Damage</li> <li><input type="checkbox"/> 385 Property Damage Product Liability</li> </ul>	<b>PRISONER PETITIONS</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus</li> <li><input type="checkbox"/> 530 General</li> <li><input type="checkbox"/> 535 Death Penalty</li> <li><input type="checkbox"/> 540 Mandamus/ Other</li> <li><input type="checkbox"/> 550 Civil Rights</li> <li><input type="checkbox"/> 555 Prison Condition</li> </ul>	<b>LABOR</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> 710 Fair Labor Standards Act</li> <li><input type="checkbox"/> 720 Labor/Mgmt. Relations</li> <li><input type="checkbox"/> 730 Labor/Mgmt. Reporting &amp; Disclosure Act</li> <li><input type="checkbox"/> 740 Railway Labor Act</li> <li><input type="checkbox"/> 790 Other Labor Litigation</li> <li><input type="checkbox"/> 791 Empl. Ret. Inc. Security Act</li> </ul>	
		<b>REAL PROPERTY</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> 210 Land Condemnation</li> <li><input type="checkbox"/> 220 Foreclosure</li> <li><input type="checkbox"/> 230 Rent Lease &amp; Ejectment</li> <li><input type="checkbox"/> 240 Torts to Land</li> <li><input type="checkbox"/> 245 Tort Product Liability</li> <li><input type="checkbox"/> 290 All Other Real Property</li> </ul>	<b>IMMIGRATION</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> 462 Naturalization Application</li> <li><input type="checkbox"/> 463 Habeas Corpus-Alien Detainee</li> <li><input type="checkbox"/> 465 Other Immigration Actions</li> </ul>	<b>PENALTY</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> 422 Appeal 28 USC 158</li> <li><input type="checkbox"/> 423 Withdrawal 28 USC 157</li> <li><input type="checkbox"/> 441 Voting</li> <li><input type="checkbox"/> 442 Employment</li> <li><input type="checkbox"/> 443 Housing/Accommodations</li> <li><input type="checkbox"/> 444 Welfare</li> <li><input type="checkbox"/> 445 American with Disabilities - Employment</li> <li><input type="checkbox"/> 446 American with Disabilities - Other</li> <li><input type="checkbox"/> 440 Other Civil Rights</li> </ul>	<b>PROPERTY RIGHTS</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> 610 Agriculture</li> <li><input type="checkbox"/> 620 Other Food &amp; Drug</li> <li><input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881</li> <li><input type="checkbox"/> 630 Liquor Laws</li> <li><input type="checkbox"/> 640 R.R. &amp; Truck</li> <li><input type="checkbox"/> 650 Airline Regs</li> <li><input type="checkbox"/> 660 Occupational Safety /Health</li> <li><input type="checkbox"/> 690 Other</li> </ul>	<b>SOCIAL SECURITY</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> 861 HIA (1395ff)</li> <li><input type="checkbox"/> 862 Black Lung (923)</li> <li><input type="checkbox"/> 863 DIWC/DIWW (405(g))</li> <li><input type="checkbox"/> 864 SSID Title XVI</li> <li><input type="checkbox"/> 865 RSI (405(g))</li> </ul>
						<b>FEDERAL TAX SUITS</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)</li> <li><input type="checkbox"/> 871 IRS-Third Party 26 USC 7609</li> </ul>

CV11-02348

FOR OFFICE USE ONLY: Case Number: \_\_\_\_\_

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA  
CIVIL COVER SHEET**

**VIII(a). IDENTICAL CASES:** Has this action been previously filed in this court and dismissed, remanded or closed?  No  Yes  
If yes, list case number(s): \_\_\_\_\_

**VIII(b). RELATED CASES:** Have any cases been previously filed in this court that are related to the present case?  No  Yes  
If yes, list case number(s): \_\_\_\_\_

**Civil cases are deemed related if a previously filed case and the present case:**

- (Check all boxes that apply)  A. Arise from the same or closely related transactions, happenings, or events; or  
 B. Call for determination of the same or substantially related or similar questions of law and fact; or  
 C. For other reasons would entail substantial duplication of labor if heard by different judges; or  
 D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

**IX. VENUE:** (When completing the following information, use an additional sheet if necessary.)

- (a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named plaintiff resides.  
 Check here if the **government, its agencies or employees** is a named plaintiff. If this box is checked, go to item (b).

County in this District: <sup>*</sup>	California County outside of this District; State, if other than California; or Foreign Country
	COACH, INC. - New York COACH SERVICES, INC. - Florida

- (b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named defendant resides.  
 Check here if the **government, its agencies or employees** is a named defendant. If this box is checked, go to item (c).

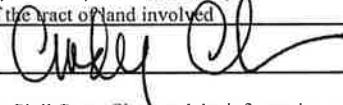
County in this District: <sup>*</sup>	California County outside of this District; State, if other than California; or Foreign Country
LOS ANGELES	

- (c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** claim arose.  
**Note: In land condemnation cases, use the location of the tract of land involved.**

County in this District: <sup>*</sup>	California County outside of this District; State, if other than California; or Foreign Country
LOS ANGELES	

\* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

**Note: In land condemnation cases, use the location of the tract of land involved**

X. SIGNATURE OF ATTORNEY (OR PRO PER): 

Date March 14, 2011

**Notice to Counsel/Parties:** The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))

Brent H. Blakely (SBN 157292)  
 Cindy Chan (SBN 247495)  
 BLAKELY LAW GROUP  
 915 North Citrus Avenue  
 Hollywood, California 90038  
 Attorneys for Plaintiffs

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

COACH, INC., a Maryland Corporation; COACH SERVICES, INC., a Maryland Corporation,

CASE NUMBER

PLAINTIFF(S)

v.

PACIFIC THEATRES ENTERTAINMENT CORPORATION, a California Corporation; and DOES 1-10, inclusive,

**SUMMONS**

DEFENDANT(S).

CV11-02348 GHT  
(JEMx)

TO: DEFENDANT(S): PACIFIC THEATRES ENTERTAINMENT CORPORATION

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it), you must serve on the plaintiff an answer to the attached  complaint  amended complaint  counterclaim  cross-claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff's attorney, BLAKELY LAW GROUP, whose address is 915 North Citrus Avenue, Hollywood, California 90038. If you fail to do so, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Clerk, U.S. District Court

Dated: 18 MAR 2011

By:



Deputy **SEAL**  
*(Seal of the Court)*

[Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Allowed 60 days by Rule 12(a)(3).]